is sustained by *Blatz* v. *Rohrbach*, 116 N. Y. 450, 6 L. R. A. 669; *Netso* v. *State*, 24 Fla. 363, 1 L. R. A. 825.

CRIMINAL LAW — SELF-DEFENSE — PROVOKED ASSAULT. — Defendant sought a meeting with another person, intending to provoke an assault. While engaged in the affray, defendant, seeing himself in danger, shot the other party. In a prosecution for assault with intent to murder, *Held*, that the fact that defendant sought the assault does not preclude him from justifying on the ground of self-defense. *Williams* v. *State*, (1902), — Tex. Cr. App. —, 69 S. W. Rep. 415.

The court in its opinion gives expression to the idea that one can provoke an assault, and, seeing himself likely to be worsted, can take the other's life on the ground of self-defense. The defendant may thus excuse himself by a necessity created by his own fault. Such a determination is contrary to authority, old and modern; as, 1 HAWK. P. C. 87; 1 RUSSELL ON CRIMES, 669; BISHOP'S CRIMINAL LAW, § 865; *Selfridge's Case*, 1 H. & T. Cases on Self-Defense, 24; *People* v. *Lamb*, 17 Cal. 323; *Tesney* v. *State*, 77 Ala. 33; *State* v. *Neely*, 20 Ia., 108; *Story* v. *State*, 99 Ind. 413; *State* v. *Gilmore*, 95 Mo. 554; *State* v. *Smith*, 10 Nev. 106.

DEED—ACKNOWLEDGMENT OF MARRIED WOMAN.—A married woman acknowledged a contract to convey, as not executed under fear or compulsion of her husband, but that she did not do it freely. *Held*, that the clerk was justified in certifying to the acknowledgment as being her free act and deed. *Goldsteen* v. *Curtis* (1902), — N. J. Eq. —, 52 Atl. Rep. 218.

N. J. Acts (1898), p. 685, sec. 39, provide that every conveyance by a married woman, in order to release her dower, must be previously acknowledged, separate and apart from her husband, as signed, sealed and delivered by her "as her voluntary act and deed, freely and without any fear, threats, or compulsion of her husband." The court said: "My understanding of the force of the word 'freely' in that connection is, that it relates entirely to the relation between the husband and wife, and indicates a condition of freedom on her part, from influence of her husband, and not of freedom from the obligation of a contract or other duty."

DEED—AGREEMENT TO SUPPORT—CANCELLATION.—A, by warranty deed, conveyed certain land to his son B, in fee. A contemporaneous agreement to support was executed by B to A, accompanied by a bond, for a specific sum, to be forfeited in case of failure to support. Said bond was to be a lien upon the property conveyed. In an action for cancellation of the deed, *Held*, that A was confined to his remedy on the bond, and could not have cancellation. *Van Horn* v. *Mercer* (1902), — Ind. —, 64 N. E. Rep. 531.

In a recent case in Wisconsin, involving substantially the same facts, the court held that the father was not confined to his remedy on the bond, but could have cancellation. *Wanner* v. *Wanner* (1902), —, Wis. —, 91 N. W. Rep. 671.

The position taken by the Indiana court seems to be extreme, when we consider the reason assigned by courts of equity for granting cancellation for breach of an agreement to support, namely, to prevent a child from taking an unconscionable advantage of a confiding parent. As a rule, the only real consideration for such a conveyance, is the personal care and support the parent expects to receive from the child. The contract is personal, and cannot be assigned by either party. *Thomas* v. *Thomas*, 24 Ore. 251; *Eastman* v. *Batchelder*, 36 N. H. 141.